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CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
Equipment & Accessary Rental
Bid No. 09-279**

**Hamilton Equipment Co.
8605 Cornhusker Hwy
Lincoln, NE 68507
402-464-6381**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Hamilton Equipment Co., 8605 Cornhusker Hwy, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Equipment and Accessory Rental** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal - Price based on percentage under
AED Green Book/Company Listing**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**Owners will pay for products/service, according to the pricing as listed in
Contractors Proposal/Supplier Response, a copy thereof being attached to and
made a part of this Contract. Owners shall order on an as needed basis for the
duration of the contract.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide **Annual Requirements for Equipment and Accessory Rental, Bid No. 09-279**.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year period.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendum No. 1
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

dated _____

Attest:

Public Building Commission Attorney

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Chairperson, Public Building Commission

dated 2-9-10

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

dated 2/16/10

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information	Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Address
Email			
Phone	1 (402) 441-8309	Contact	Contact
Fax	1 (402) 441-6513		
Bid Number	09-279 Addendum 1	Department	Department
Title	Annual Requirements - Equipment and Accessory Rental	Building	Building
Bid Type	RFP	Floor/Room	Floor/Room
Issue Date	12/04/2009	Telephone	Telephone
Close Date	12/30/2009 12:00:00 PM CST	Fax	Fax
Need by Date		Email	Email

Supplier Information

Company Hamilton Equipment Co
Address 8605 Cornhusker Hwy

Lincoln, NE 68507

Contact
Department
Building
Floor/Room
Telephone 1 (402) 4646381
Fax 1 (402) 4645989
Email
Submitted 12/29/2009 7:21:50 PM CST
Total \$200.00

Signature _____

Supplier Notes

Our current rental prices can be found online at hamiltonequipmentco.com. Any item we offer not found in the Green Book will be priced in our online book. Discount from the online book is 0.00%. Paper copies are available upon request. Chris Hamilton and I will personally oversee pricing and delivery. Home and Cell phone numbers will be provided upon request. All orders should be directed to one of us. Please use the City of Lincoln (Jim Chiles) and State of Nebraska Dept of Roads (Mike Blacksher, 402-479-4319) as references.

Bid Notes _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	John Hestermann
7	References	I have attached (2)two References to the Response Attachment section of this bid. References shall be from current customers which have contracted with you for the services required as listed in the specifications. Include Company Name, Address, Phone Number, Value of Contract and Contact Person. Type this information on company letterhead and attach to the Response Attachments section of your ebid.	Yes
8	Equipment Manufacturer	List the manufacturers name of the primary products you will provide under this contract.	Bobcat, Kubota, Honda, Ingersoll-Rand
9	Delivery Requirements	I have read and understand the time requirements for the delivery of equipment within 24 hours of placing an order.	Yes
10	Fuel Charges	If equipment has not been refilled at time of return or pickup, the Owners shall be responsible for the cost of fuel to fill up equipment at the rate of \$____/gal of gasoline and \$____/gal of diesel fuel.	\$2.50 gasoline \$2.50 diesel
11	Additional Items	I have attached a list of items and pricing not included in the AED Green Book which will be available to Owners if contract is awarded.	Yes
12	Order Process	I have attached detailed information on how my company will handle orders from the Owners in order to ensure that the pricing is correct and deliveries are guaranteed within 24 hours? (Attach this information on company letterhead with a detailed description)	Yes
13	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
14	Contract Term	I acknowledge and will accept a contract for a term of 4 years from the date of execution.	Yes
15	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
16	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: SEE ATTACHMENT SECTION FOR VERY IMPORTANT BID INFORMATION. BID CLOSING HAS BEEN EXTENDED TO 12/30/09.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	HEAVY EQUIPMENT One Day Rental (8 hours)- Percent Under AED Green Book	No Bid
Item Notes:				
Supplier Notes:				
2	1	EA	HEAVY EQUIPMENT One Week Rental (40 hours)- Percent Under AED Green Book	No Bid
Item Notes:				
Supplier Notes:				
3	1	EA	HEAVY EQUIPMENT One Month Rental (176 hours)- Percent Under AED Green Book	No Bid
Item Notes:				
Supplier Notes:				
4	1	EA	INDUSTRIAL, CONTRACTOR, HOMEOWNER EQUIPMENT One Day Rental (8 hours)- Percent Under AED Green Book	11.00%
Item Notes:				
Supplier Notes: Units that require a trailer are furnished with a trailer for no extra charge. All units leave our facility full of fuel.				
5	1	EA	INDUSTRIAL, CONTRACTOR, HOMEOWNER EQUIPMENT One Week Rental (40 hours)- Percent Under AED Green Book	11.00%
Item Notes:				
Supplier Notes: Units that require a trailer are furnished with a trailer for no extra charge. All units leave our facility full of fuel.				
6	1	EA	INDUSTRIAL, CONTRACTOR, HOMEOWNER EQUIPMENT One Month Rental (176 hours)- Percent Under AED Green Book	21.00%
Item Notes:				
Supplier Notes: Units that require a trailer are furnished with a trailer for no extra charge. All units leave our facility full of fuel.				
7	1	EA	Delivery Charge for HEAVY CONSTRUCTION EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT!	No Bid
Item Notes:				
Supplier Notes:				

8	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT!	No Bid
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Item Notes:

Supplier Notes:

9	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT!	\$100.00
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Item Notes:

Supplier Notes: Our delivery charge is \$100.00 per hour round trip.

10	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT!	\$100.00
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Item Notes:

Supplier Notes: Our delivery charge is \$100.00 per hour round trip.

Response Total:	\$200.00
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SPECIFICATIONS FOR EQUIPMENT AND ACCESSORY RENTAL

1. GENERAL CONDITIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the rental of heavy construction, contractor, industrial and homeowner equipment and accessories for all City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission agencies, hereinafter referred to as Owners.
- 1.2 Bid prices shall include the cost of daily, weekly, and monthly rentals using the AED Green Book - 2006 Edition as a guideline for price and equipment descriptions.
- 1.3 This bid shall establish a (2) two year contract with an option for (1) one additional (2) two year renewal period with the same pricing, terms and conditions.
 - 1.3.1 Any successive contract must have written approval of both the Owners and vendor no later than 30 days prior to the expiration of the previous contract.
- 1.4 Due to delivery requirements, this contract will be limited to the following areas:
 - 1.4.1 Heavy construction equipment vendor must be located within 100 miles of Lincoln, NE and deliver all equipment as specified in section 5.3 and 5.4 of this document.
 - 1.4.2 Contractor, Industrial and Homeowner equipment vendor must be located within 60 miles of Lincoln, NE and deliver all equipment as specified in section 5.3 and 5.4 of this document.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
 - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.6 Owners reserve the right to consider national contracts for equipment rental if it is in the best interest of the Owners.
- 1.7 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.8 Vendor will be required to bill each individual agency for products rented under an awarded contract.

2. CONTRACT AWARD CRITERIA

- 2.1 The Vendor who bids the lowest percentage below the "AED Green Book" national average rental cost and provides services that meet the needs of the Owner, shall have exclusive rights as the Owner's first point of contact in obtaining the desired rental equipment.
- 2.2 The bid shall be awarded by groups with one or more pieces of equipment being targeted to determine the lowest total cost. The award shall be weighted as follows:
 - 2.2.1 Daily Rental - 20% of the bid
 - 2.2.2 Weekly Rental - 45% of the bid
 - 2.2.3 Monthly Rental - 35% of the bid
- 2.3 There shall be two categories bid on this request.
 - 2.3.1 Category One: Heavy Construction Equipment (bulldozers, motor graders, dump trucks, etc.)
 - 2.3.2 Category Two: Industrial, Contractor and Homeowner Equipment (compressors, saws, drills, skid loaders, lifts, trenchers, etc.)
- 2.4 A First, Second, Third, etc.. Lowest Responsible Contract Vendor shall be awarded in each of the two categories.

- 2.4.1 If Vendor carries heavy construction, industrial, contractor and homeowner rentals, bid submitted may be for all equipment rented by agencies.
- 2.4.2 If Vendor carries only heavy construction equipment OR only industrial, contractor or homeowner rentals, a bid may submitted for either category.
 - 2.4.2.1 Bids shall not be submitted in any combination other than the two listed in 2.4.2.
- 2.5 The Vendor(s) who is/are awarded this contract as the "First Lowest Responsible Contract Vendor" shall have exclusive rights to use this contract to make points of contact with Owners agency directors.
 - 2.5.1 No other Vendor(s) under this contract shall have the right to market their contract discount to agencies.

3. **"THE AED GREEN BOOK" AND LIST PRICES**

- 3.1 Equipment requested for rent will be that type listed in the current edition of "The AED Green Book" (rental rates and specifications for construction equipment). This publication covers nationally averaged rental rates for construction equipment.
 - 3.1.1 To obtain a copy of the "AED Green Book", call 1-800-669-3282 or visit the website at www.aednet.org.
- 3.2 Vendor shall provide their list price for all other types of equipment not listed in the AED Green Book.
 - 3.2.1 Vendor **MUST** include their list price and a percentage off list price for other types of equipment not listed in the AED Green Book with this bid.
 - 3.2.2 Failure to provide the list price and percentage off for other types of equipment not listed in the AED Green Book may disqualify Vendors bid.

4. **AGENCY UTILIZATION OF CONTRACT**

- 4.1 The agencies utilizing this contract for the purpose of renting equipment and accessories for their agency shall contact the Vendor listed as "First (1st) - Lowest Responsible Contract Vendor.
- 4.2 If the First (1st) - Lowest Responsible Contract Vendor does not have the required equipment for rent, the agency shall contact the Second (2nd) - Lowest Responsible Contract Vendor for their rental needs.
 - 4.2.1 Following the first and second vendors, the agency shall contact the 3rd, 4th, 5th, etc. subsequent vendors in sequential order.
- 4.3 Vendor(s) will NOT issue any products at contract pricing to anyone other than authorized, designated Owners employees.
 - 4.3.1 Vendor shall verify employment with the Owners by requiring agency employee to show official City/County/PBC photo ID.
 - 4.3.1 All receipts for products shall have the printed name, signature, department name and job name of the authorized/designated employee picking up or receiving the items.
 - 4.3.1.1 Vendor's failure to obtain information shall result in non-payment by the Owners.

5. **DELIVERY**

- 5.1 Vendor shall include the cost for delivery within the City of Lincoln and all locations in Lancaster County with this bid.
- 5.2 Delivery will be at the discretion of the agency and rental rates shall not reflect delivery rates.
- 5.3 Deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m., CST, on normal City of Lincoln/Lancaster County/Public Building Commission working days.
 - 5.3.1 Vendor may be required to deliver equipment outside of normal working days and hours due to emergency situation or disaster.

- 5.3.1.1 Vendor shall provide a specific contact that shall be capable of renting and delivering any size equipment required in such case of natural or manmade disaster.
 - 5.3.1.2 In the event of an emergency situation or disaster, vendor agrees to honor bid prices with no additional fees or costs.
- 5.4 Deliveries shall be made to City of Lincoln and Lancaster County within 24 hours of agency placing the order for equipment.
 - 5.4.1 Failure to provide delivery service as listed in 5.4 shall be documented and may be grounds for cancellation of contract.
 - 5.4.2 Vendor shall indicate if it can provide same day delivery if an agency calls in an order prior to a time to be determined by the vendor.
- 5.5 The vendor must deliver the equipment in good operating condition
 - 5.5.1 If agency requesting equipment determines the equipment is not in good operating condition, the agency shall refuse the equipment at time of rental.
 - 5.5.2 Refusal must be documented in detail at time of refusal.
 - 5.5.3 In the event equipment is refused, the vendor shall deliver a replacement within 1 hour of receiving refusal signature by agency personnel.

6. **INSURANCE AND SAFETY REQUIREMENTS**

- 6.1 Insurance for the protection of the equipment shall be carried by the Vendor.
 - 6.1.1 Vendor shall conform to all insurance requirements as listed under the attached document (INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS) in the Attribute section of the ebid.
- 6.2 Vendor shall inform agency personnel of all general safety and maintenance requirements prior to acceptance by the using agency.
 - 6.2.1 Rental of Heavy Construction Equipment and Industrial Equipment will require the using agency to provide all employee(s) names responsible for operating and maintaining the equipment's welfare under the rental contract. It shall be the Vendor's responsibility to ensure this requirement has been documented and made part of the rental agreement.
 - 6.2.2 All equipment from Vendor shall meet all applicable OSHA safety requirements.

7. **MAINTENANCE AND REPAIRS**

- 7.1 The Owners will not be liable for any maintenance on rentals beyond that which would endanger the employee if neglected.
 - 7.1.1 For rentals over one month in time, vendor shall perform an inspection of equipment to ensure continued operation without down time.
- 7.2 Vendor will be responsible for any and all repairs relating to the equipment, unless the vendor can provide documented proof to the Owners that the using agency abused or neglected the rented equipment. The burden of proof rests solely on the Vendor.

8. **FUEL GUIDELINES**

- 8.1 Vendor shall ensure that all rentals will be fully fueled whether they are delivered or picked up.
- 8.2 Upon completion of rental, the equipment shall be fully fueled prior to pickup or return to the vendor by Owners.
 - 8.2.1 If equipment has not been refilled at time of return or pickup, the Owners shall be responsible for the cost of fuel to fill up equipment at the rate of \$____/gal of gasoline and \$____/gal of diesel fuel.

- 8.2.2 Vendor shall complete the cost per gallon of fuel in the Attribute section of the ebid.
- 8.3 Owners will not be responsible for fuel fill prior to return or pick-up in cases of break downs or inoperable equipment.

9. **RENTAL FEES**

- 9.1 One day rentals shall be based on one day or eight (8) hours of usage which will be a minimum rental period.
- 9.1.1 Usage beyond eight hours in a single day shall be charged at the hourly rate of the day rental.
- 9.1.2 Equipment being used at a job site for an additional day shall be computed as another eight (8) hour day.
- 9.2 One week rental will be based on five (5) days of rental or 40 hours of usage.
- 9.2.1 All rentals exceeding one week rental status shall be charged on the weekly hourly basis until time accumulated reaches monthly rental rate.
- 9.3 One month rentals will be based on 30 consecutive days of rental or 176 hours of usage.
- 9.3.1 All rentals exceeding one month rental status shall be charged on the monthly hourly basis.
- 9.4 Owners shall not be liable for rental charges due to vendor not being able to pick up equipment.
- 9.4.1 Rental charges shall cease at time that Owners notify vendor when equipment is ready for pick up.
- 9.4.2 Rental charges shall cease at time that Owners return equipment to vendors location.
- 9.4.2.1 Vendor shall require Owners staff to sign a receipt verifying return date and time upon delivery of rental to vendors location.
- 9.4.2.2 Vendor shall require Owners staff to sign a receipt verifying date and time when vendor picked up rental equipment.
- 9.5 Rental fees shall not accrue during equipment "downtime".
- 9.5.1 Owners shall contact Vendor by phone and by fax immediately as soon as possible after equipment becomes unusable.
- 9.5.2 The faxed report will contain information about the problems experienced and the time of equipment failure.
- 9.5.3 In cases where replacement equipment is needed immediately, the Vendor has a maximum of two (2) hours to respond to the concern.
- 9.5.3.1 No delivery charge shall be charged for replacement equipment.
- 9.5.3.2 Owners shall provide Vendor with appropriate time frame for replacement of equipment.

ADDENDUM #1

Issue Date:12/16/09

SPECIFICATION NO. 09-279

FOR

ANNUAL REQUIREMENTS - EQUIPMENT AND ACCESSORY RENTAL

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Remove the following section from Specifications:

1.2 Bid prices shall include the cost of daily, weekly, and monthly rentals using the AED Green Book - 2006 Edition as a guideline for price and equipment descriptions.

2. Replace 1.2 of the Specifications with the following:

Bid prices shall include the cost of daily, weekly, and monthly rentals using the AED Green Book - **2009 Edition** as a guideline for price and equipment descriptions.

3. Bid has been extended until Wednesday December 30, 2009.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

**Advertise 2 time
Friday, December 04, 2009
and Friday, December 11, 2009**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: 12:00 pm, Wednesday, December 18, 2009 for providing the following:

**Annual Requirements -
Equipment & Accessory Rental
Bid No. 09-279**

Proposers must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration"). You can view the bid without being registered by clicking on 'Current Bid Opportunities' on the E-Bid login page.

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or rwalla@lincoln.ne.gov

INSTRUCTIONS TO PROPOSERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission "Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER COUNTY, NEBRASKA; PUBLIC
BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each
D. Products Liability & Completed Operations	Occurrence
	\$1,000,000 each Occurrence
2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.

- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Hamilton Equipment Co.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8605 Cornhusker Hwy		
City Lincoln	State NE	Zip Code 68508	City Lincoln, NE	State NE	Zip Code 68507

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:
of Description of Product Sold, Leased, or Rented

☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here▶

Authorized Signature

Purchasing Agent

Title

Date

1-22-10

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.

Material used for WATER services are taxable per Reg. 066.14A.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM

13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	Lancaster County		Name	Hamilton Equipment Co.	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	8605 Cornhusker Hwy	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln, NE		68507

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

1-22-10

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materialised used for WATER services are taxable per Reg. 066.14A.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Hamilton Equipment Co.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8605 Cornhusker Hwy		
City Lincoln	State NE	Zip Code 68508	City Lincoln, NE	State NE	Zip Code 68507

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

and hold Nebraska Sales Tax Permit Number 01-

If None, State Reason

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

1-22-10

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materialised used for WATER services are taxable per Reg. 066.14A.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
02/08/10

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR
FEDERATED SERVICE INSURANCE COMPANY

INSURED

HAMILTON EQUIPMENT COMPANY
8605 CORNHUSKER HWY
LINCOLN NE 68507

031-477-3

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	038653	06/07/09	06/07/10	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
A	AUTOMOBILE LIABILITY	038653	06/07/09	06/07/10	MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
A	GARAGE LIABILITY	038203	06/07/09	06/07/10	
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	038203	06/07/09	06/07/10	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	024507	06/07/09	06/07/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CITY OF LINCOLN IS AN ADDITIONAL INSURED FOR
GENERAL LIABILITY AND BUSINESS AUTO LIABILITY.
ADDITIONAL INSURED ALSO INCLUDES LANCASTER COUNTY NE,
LINCOLN LANCASTER COUNTY PUBLIC BUILDING COMMISSION

BROAD FORM PROPERTY DAMAGE IS INCLUDED IN THE GENERAL
LIABILITY COVERAGE

CERTIFICATE HOLDER

0314775

CITY OF LINCOLN
WEST WING
440 S 8TH ST STE 200 SW
LINCOLN NE 68508

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey S. Rother
PRESIDENT